



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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June 17, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 3 TO DENTAL SERVICES AGREEMENT NO.
72068 WITH ROGER FIELDMAN, D.D.S., INC., AT THE H. CLAUDE HUDSON
COMPREHENSIVE HEALTH CENTER
(2nd District) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman of the Board, or his designee, to sign Amendment No. 3 to Agreement 72068 (Exhibit I) with Roger Fieldman, D.D.S., Inc., for the continued provision of dental services at H. Claude Hudson Comprehensive Health Center, on a month-to-month basis effective July 1, 2004 through September 30, 2004, for a total County maximum obligation of \$181,414.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving this action, the Board is providing for the continued delivery of dental services at H. Claude Hudson Comprehensive Health Center (Hudson) through September 30, 2004. The requested extension will allow for the completion of the avoidable cost analysis for the vendor selected as a result of the Request For Proposals (RFP) process.

The current Agreement is slated to expire on June 30, 2004.

DHS has been contracting out dental services under provisions of County Code 2.121.250 et seq., "Contracting with Private Businesses" (Proposition A), since January 1989.

FISCAL IMPACT/FINANCING:

The three-month extension period was calculated using existing contract rates and shall not exceed \$181,414.

Funding is included in the Fiscal Year 2004-05 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On March 30, 1999, the Board approved dental services Agreement No. 72068 effective April 1, 1999 through March 31, 2000, with provisions to extend the Agreement through September 30, 2003. On subsequent occasions, the Board has approved two amendments extending the Agreement through June 30, 2004.

DHS released an RFP for the provision of dental services at Hudson in December 2002. The RFP has been completed and a vendor selected. Because this is a Proposition A contract, the cost analysis remains to be completed before a new agreement can be finalized.

The most recent Board-approved language is being added to the Agreement and the termination for convenience provision remains the same; the County may terminate with a sixty (60) day written notice to Contractor. The Amendment extends the term of the Agreement for up to three months.

County Counsel has approved Amendment No. 3 (Exhibit I) as to form.

Attachment A provides additional information.

CONTRACTING PROCESS:

As indicated above, an RFP process has been completed. The additional time requested will allow for completion of the cost avoidance analysis.

Current County policy and procedures require the timely submission of agreements and amendments for Board approval. However, this Amendment was not scheduled for the Board agenda three weeks prior to its expiration due to ongoing negotiations and analyses.

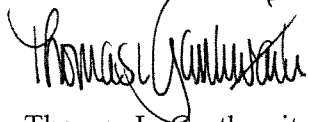
IMPACT ON CURRENT SERVICES (OR PROJECTS):

This is an extension of an existing agreement and no County employees will be impacted. Approval of this Amendment will ensure the uninterrupted provision of dental services at Hudson.

The Honorable Board of Supervisors
June 17, 2004
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When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite".

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:dar

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

bdltrfieldman wpd.dar

SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

Dental services at H. Claude Hudson Comprehensive Health Center

2. AGENCY ADDRESS AND CONTACT PERSON:

Roger P. Fieldman, D.D.S., Inc.
130 South Alvarado Street
Los Angeles, California 90057
Attention: Roger P. Fieldman, D.D.S.
Telephone: (213) 484-9660

3. TERM:

Agreement No. 72068 commenced on April 1, 1999 through March 31, 2000, with provisions to extend the Agreement through September 30, 2003. On subsequent occasions, the Board has approved two amendments extending the Agreement through June 30, 2004. Amendment No. 3 will extend the agreement through September 30, 2004.

4. FINANCIAL INFORMATION:

Funding is included in the Fiscal Year 2004-05 Proposed Budget. The total maximum cost for the extension from July 1, 2004 through September 30, 2004 is \$181,414, net County cost.

5. PERSON ACCOUNTABLE FOR PROGRAM MONITORING:

Carolyn Clark, Administrator
H. Claude Hudson Comprehensive Health Center
(213) 744-3677

6. APPROVALS:

LAC+USC Healthcare Network:	Pete Delgado, CEO
Contracts and Grants Division:	Irene E. Riley, Director
County Counsel (approval as to form):	Sharon A. Reichman, Senior Deputy County Counsel

DENTAL SERVICES AGREEMENT AT H. CLAUDE HUDSON COMPREHENSIVE
HEALTH CENTER

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

ROGER P. FIELDMAN, D.D.S.,
INC. (hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled
"DENTAL SERVICES AGREEMENT AT H. CLAUDE HUDSON COMPREHENSIVE
HEALTH CENTER", dated July 30, 1999, and further identified as
County Agreement No. 72068, and any amendments thereto (all
hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement
to extend its term and to make the changes described hereinafter;
and

WHEREAS, said Agreement provides that changes may be made in
the form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective on July 1, 2004.
2. The term of this Agreement is hereby extended on a
month-to-month basis, effective July 1, 2004 through

September 30, 2004, unless sooner terminated by County.

3. Paragraph 60, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be deleted in its entirety and replaced as follows:

"60. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractors's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders of CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil

Procedure Section 706.031 and Family Code Section 5246(b)."

4. Paragraph 68, COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM, shall be deleted in its entirety and replaced as follows:

"68. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

B. For purposes of this Section, "Contractor"

means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to this Agreement.

C. If Contractor is not required to comply with the Jury Service Program when this Agreement commences,

Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

D. Contractor's violation of this Section of this Agreement may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach."

5. Paragraph 71, CONTRACTOR RESPONSIBILITY AND DEBARMENT,

be deleted in its entirety and replaced as follows:

"71. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Agreement. It is the County's policy to conduct business only with responsible contractor(s).

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this Agreement or other Agreements, which indicates that Contractor is not responsible, County may in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements, for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of an Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission

which negatively reflects on Contractor's quality, fitness, or capacity to perform an Agreement with County or any other public entity, or nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative, shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment.

The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to any Subcontractors or subconsultants of Contractor."

6. Schedule II to Exhibit "B" Billing and Payment shall be replaced with Schedule III to Exhibit "B" Billing and Payment attached hereto and incorporated herein by reference.

7. Except for the changes set forth here-in-above, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this
Amendment to be subscribed in its behalf by its duly authorized
officers, the day, month, and year first above written.

ATTEST:

COUNTY OF LOS ANGELES

VIOLET VARONA-LUKENS,
Executive Officer of the
Board of Supervisors of
County of Los Angeles

By _____
Chairman, Board of Supervisors

ROGER P. FIELDMAN, D.D.S., INC.
Contractor

By _____

By R. P. Fieldman DDS
Signature

ROGER P. FIELDMAN, DDS
Print Name

Title PRESIDENT
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL

By Sham A. Reichman
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By I. E. Riley
Irene E. Riley, Director
Contract Administration

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SCHEDULE III

H. Claude Hudson CHC
CONTRACTOR'S LINE ITEM BUDGET
July 1, 2004 through September 30, 2004

DIRECT COSTSLabor (Management/Staffing):

● Salaries and Wages	\$119,407.00	
● Employee Benefits	\$ 17,223.00	
Health Insurance	<u>\$ 7,057.50</u>	
● Subtotal Labor		\$143,687.50

Services and Supplies (S & S):

● Consumable Supplies	\$16,558.00	
● Materials	\$ 0	
● Small Hand Tools	\$ 1,249.50	
● Other S & S (specify)	\$ 150.00	
● Other - Laboratory Fees	<u>\$ 6,935.50</u>	
● Subtotal Services and Supplies		\$24,893.00

Equipment:

● New	\$ 0	
● Replacement	\$468.50	
● Lease	\$ 0	
● Installation (if any)	\$ 0	
● Other (specify)	<u>\$ 0</u>	
● Subtotal Equipment		\$468.50

Other Direct Costs:

● Utilities	\$ 0	
● Maintenance	\$1,249.50	
● Alterations & Repairs	\$ 0	
● Other (specify)	\$ 312.50	
● Subtotal Other Direct Costs		<u>\$1,562.00</u>

Start up Costs \$ 0

Total Direct Costs **\$170,611.00**

INDIRECT COSTS

● General/Admin. Overhead	\$1,593.50	
● Management Support Costs,	\$ 0	
● Gross Profit/Fee (specify) <u>\$9,209.50</u>		
● Total Indirect Costs		<u>\$10,803.00</u>

GRAND TOTAL DIRECT AND INDIRECT
COSTS/EXPENSES

\$181,414.00